

Claim Procedure

For Buyers – Consumers

PLASTIA s.r.o.

Registered office: Na Pankráci 1062/58, Nusle, 140 00 Prague 4

Place of business: Žďárská 313, 592 14 Nové Veselí /

E-Mail: eshop@plastia.eu

Effective from 5 January 2023

1.1 PLASTIA s.r.o. is liable towards the buyer - consumer for ensuring that the item is free of defects at the time of its acceptance.

1.2 If the defect manifests within six months from the acceptance, it shall be deemed that the item was defective already at the time of acceptance.

1.3 The buyer is entitled to exercise his/her right arising from liability for a defect that occurs in consumables within twenty-four months from acceptance.

The seller's liability for defects does not apply to:

- a) any item sold at a lower price due to a defect, for which the lower price was agreed;
- b) wear and tear caused by usual usage;
- c) in case of used items, to any defects adequate to the rate of use or wear and tear, which the item had when accepted by the buyer; or
- d) if this is implied by the nature of the goods.

The buyer has no right to claim defective performance if the buyer knew before accepting the item that the item was defective or if the defect was caused by the buyer.

1.4 If the item has a defect, for which the buyer is liable, and if the defect can be remedied without undue delay, the buyer shall be entitled to have the defect repaired free of charge. Unless this is inadequate and unreasonable due to the nature of the defect, the buyer may require the delivery of a new item free of defects; however, if only part of the item is defective, the buyer may only require the replacement of the part; if this is not possible, the buyer may withdraw from the contract.

The buyer is also entitled to have a new item delivered or a part replaced even in case of a removable defect if the item cannot be duly used due to repeated occurrence of a defect after a repair or due a greater number of defects. In that case, the buyer is also entitled to withdraw from the contract.

If the buyer chooses not to withdraw from the contract or does not exercise the right to have a new item free of defects delivered, its part replaced or the item repaired, the buyer may require an adequate discount. The buyer shall also be entitled to an adequate discount in the event that the seller cannot deliver a new item free of defects, replace part of the item or repair the item, as well as in the event that the seller fails to remedy the defect within a reasonable period of time or that the remedy of the defect would cause significant complications to the consumer.

In the event that the item has a defect for which the seller is liable and the item is sold at a lower price, or in the event of a used item, the buyer shall be entitled to an adequate discount instead of the right to have the item replaced.

1.5 The buyer shall exercise his/her rights arising from liability for defects with PLASTIA s.r.o. promptly after finding out about the defect.

All rights arising from liability for defects shall be exercised with the seller at the address of the seller's place of business at **PLASTIA s.r.o., Žďárská 313, Nové Veselí, postcode 592 14**

The buyer may also exercise any rights arising from liability for defects in writing or personally at the place of business of PLASTIA s.r.o. However, the defective goods must be always delivered to PLASTIA, s.r.o. no later than together with the claim. The time limit for handling a claim shall commence upon the handover / delivery of the defective goods to PLASTIA s.r.o. The goods must be delivered complete and suitably packaged for transport so as to prevent any damage.

The buyer's claim must specify the buyer's contact details, description of the purchase contract, under which the defective item was purchased (purchase order number, invoice number, purchase order date etc.), description of the defect, or, where appropriate, how the defect shows, and indicate the selected right arising from liability for defects.

1.6 PLASTIA s.r.o. shall issue a written confirmation for the consumer stating when the customer made the claim, the content of the claim and how the consumer requires the claim to be handled, including a confirmation of a repair and its duration, or a written justification of a rejection of the claim. For these purpose, a written form shall also include electronic communication (e-mail) or text message.

1.7 PLASTIA s.r.o. shall decide on the complaint immediately, or within three working days in complicated cases. This time limit does not include the time needed to professionally assess the defect corresponding to the type of product or service. Claims, including the remedy of defects, must be handled without undue delay, but no later than within 30 days of filing the claim, unless PLASTIA s.r.o. and the consumer agree on a longer period. Futile expiry of this time limit shall be considered a material breach of contract.

1.8 PLASTIA s.r.o. shall notify the buyer of the handling of his/her claim by e-mail, via text message or in writing. The buyer shall then be entitled to pick up the repaired / replaced goods at the place of business of PLASTIA s.r.o. without undue delay.

If the claim was not made at the place of business of PLASTIA s.r.o. in person, the time limit under clause 1.7. shall be considered to have been observed if the claim is handled no later than on the last day of this time limit by sending the repaired / replaced goods to the buyer.

1.9 After-sales service for goods and the conditions of this service can be requested at the address PLASTIA s.r.o., Žďárská 313, 592 14 Nové Veselí.